

3-9707

58-20

This Agreement, made this 16th day of December 1986,
between:

Medford Township

Township of Medford, a municipality in the County
of (Burlington) and State of New Jersey, herein after
referred to as the "Township"

and:

Medford Township Police Officers Association

herein after referred to as the "Association".

Witnesseth:

Whereas, the parties hereto have carried on collective bargaining
negotiations for the purposes of developing and concluding a general
agreement covering wages, hours of work and other conditions of employ-
ment of uniformed and non-uniformed sworn police officers and civilian
full-time police dispatchers. (herein after sometimes collectively
referred to as "the association or employees") of the Police Division of
the Department of Public Safety, Township of Medford, Burlington County.

Now, Therefore, in consideration of these premises and mutual
agreements herein contained, the parties hereto agree with each other
with respect to the employees of the Township, as herein after defined,
recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION:

The Township hereby recognizes the "Medford Township Police Officers'
Association" (herein after MTPOA) as the exclusive collective bargaining

agent for all uniformed and non-uniformed sworn Police Patrol Officers and all full time Police Civilian Dispatchers.

Any employee who regularly works an average of forty (40) hours or more per week is a full-time employee.

ARTICLE II

MANAGEMENT RIGHTS:

A. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but not limiting the generality of the foregoing, the following rights:

1. To manage and control administratively the Township government and its properties and facilities and the activities of its employees.

2. To hire all employees and subject to the provisions of the law, to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Municipal Ordinances, Statutes of the State of New Jersey, and the Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance therof, and the use

of judgement and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE III

HOURS AND OVERTIME:

A. The average working period shall consist of ten eight hour days within a 14 day period.

B. Employees will be required to report for work fifteen (15) minutes prior to the start of their shift, for roll call.

C. An employee who is required to work longer than eight (8) hours per day, excluding the fifteen (15) minute early in, shall be paid overtime at the rate of time and one half base pay. Overtime is to be scheduled by the Chief of Police or in his absence, the senior Staff Officer in charge. Employees will not submit for overtime pay for any time worked less than one half (1/2) hour over the normal work day.

D. Conditions permitting, an employee shall be entitled to a half (1/2) hour break during the shift for lunch subject to call back if needed.

E. Any employee covered by this Agreement, may, with prior approval, and at the discretion of the Chief of Police, receive compensatory time in lieu of overtime. Compensatory time shall be earned as set down by the Chief of Police.

Compensatory time may only be used at the discretion of the Chief of Police and only then when such use of compensatory time does not require said employee to be replaced with additional manpower at an overtime rate.

F. In the event any employee covered by this contract is required to use his personal vehicle for Township business, he shall be reimbursed at the rate of eighteen (18) cents per mile.

G. All employees will be assigned a shift for a four (4) month period. At least forty five (45) days before the end of that period, any employee who desires to change shift shall notify the Chief of Police in writing. The Chief of Police shall accommodate the request except in a demonstrated emergency. Each new 120 day schedule shall be posted not less than 15 days before the beginning of the new period.

The Township shall have the right to re-assign employees at the end of the four month period for which employees have been assigned to shifts. In the case of an unexpected event, the Township shall have the right, on 48 hours notice, to temporarily re-assign employees until the end of the unexpected event.

The Township shall have the right to re-assign employees in the event of an emergency.

ARTICLE IV

VACATION:

A. Annual vacation leave with pay is earned as follows:

YEARS EMPLOYED

0 - 1	1/2 day per month, per annum
1 - 4	1 day per month, per annum
5 - 10	1.4 days per month, per annum (rounded annually to make 17 days per year)
11 and over	1.66 days per month, per annum (rounded annually to make 20 days per year)

B. As near as practical, all vacations shall be scheduled and taken during the current calander year. Should it be determined by the Chief of Police not to be in the best interest of the Division for a member to take all vacation time during the current year, then in such event said member shall be paid at his regular straight time rate for such unused vacation time, or same shall accumulate as herein after set forth. Should a member decide not to take all allotted vacation days during the calander year, then the employee may accumulate all unused vacation days, provided, however, that all accumulated vacation must be scheduled in January and taken by December 31 of the following calander year or the right to said vacation so accumulated shall terminate.

C. In the event that the employmet of any member is terminated, either voluntarliy or involuntarily, the vacation time for the calander yaer in which said termination occurs shall be pro-rated on a ratio based on the number of months employed against the total number of vacation days to which the member would be entitled for that calander year. The member shall be paid for the number of any unused vacation days accrued as of the month of termination, and if the termination is involuntary, the member shall reimburse the Township, at the member's straighttime rate for the number of vacation days taken in excess of the number of days accrued as of the month of termination. The member shall recieve credit for a full month of any partial month of employment under this paragraph.

ARTICLE V

HOLIDAYS AND PERSONAL DAYS

A. The members of the M.T.P.O.A. shall be entitled to a total of three (3) personal days during each calander year. Personal days shall be taken singularly unless by prior approval of the Chief of Police or his designee. Personal days are to be given freely on short notice, and are considered preferential to vacation days. Personal days requested and taken shall be paid at straight time.

B. The members of the M.T.P.O.A. shall be entitled to a total of twelve (12) holidays, as set forth below, during each calander year. All members shall receive eight (8) hours pay whether or not the holiday is worked, herein after referred to as "holiday pay".

C. Members scheduled to work on the following holidays shall receive straight time in addition to their holiday pay:

- | | |
|----------------------|-------------------------|
| 1. New Year's Day* | 7. Labor Day |
| 2. President's Day | 8. Veteran's Day |
| 3. Good Friday | 9. Thanksgiving Day* |
| 4. Easter* | 10. Thanksgiving Friday |
| 5. Memorial Day* | 11. Christmas Eve Day* |
| 6. Independence Day* | 12. Christmas Day* |

D. In the event that a member must work more than his scheduled hours on any of the seholidays marked with an asterisk, that member shall be entitled to overtime pay at the rate of double of the member's base pay.

E. Holiday pay shall be paid semi-annually on or before June 1st and December 1st of each year.

ARTICLE VI

LEAVE OF ABSENCE:

A. Leave of absence without pay: The Township manager may grant a request for leave of absence without pay for periods not to exceed ninety (90) days when such leave is for good cause. Upon termination of leave of absence, the Township shall reinstate the employee in the capacity and at the rate of pay as when he left. The Township manager may also grant an extension of a leave of absence for up to an additional ninety (90) days without pay, only under unusual circumstances where denial would result in personal hardship and deprival of opportunity for the requesting employee. Consideration of such requests shall be weighed against the negative effect of such leave on the operations and scheduling of the division. The Township shall continue health benefits when the request for leave of absence is due to an illness in the immediate family. In all other circumstances, benefits including Blue Cross and Blue Shield shall cease during such periods of leave of absence but the employee may be entitled to reimburse the Township to provide for continued coverage in an approved health plan.

B. Injury in the line of duty: Employees injured in the line of duty shall not be charged sick leave. The Township shall pay the employee his regular pay until such time as a licensed physician shall certify the employee fit for duty. In the event that the employee receives Workman's Compensation or other disability benefits, the Township's liability pursuant to this section shall be to pay the difference between such benefits and the regular rate of pay for such employee. Alternatively, the Township may, at its election, continue to pay such employee full salary and the employee shall pay or cause to

be paid to the Township such payments, as may be made to him or to the Township in his name, received under Workman's Compensation.

C. Death Leave: A regular full-time employee, who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for scheduled working hours missed during the first three (3) days following the death. Time off with pay as provided in this section shall be used for the purpose of handling necessary arrangements and attendance to the funeral of the deceased member of the immediate family. For the purpose of this Article, immediate family is defined as a member's spouse, parents, children, brother, sister, ward, grandparent, or relatives living in the employee's home. One (1) day death leave with pay shall be paid for father-in-law, mother-in-law, sister-in-law, or brother-in-law. Any additional necessary leave is to be approved by the Chief of Police and shall be granted for good cause.

D. Maternity Leave: After pregnancy has been verified by a licensed physician, the female employee shall be taken off street duty immediately and placed on light duty. Upon completion of the sixth month of pregnancy, the employee may begin a leave of absence without pay, and may continue this leave of absence until three months after delivery. The Township Manager may renew this leave of absence, upon good cause, for up to an additional three months leave. The Township shall continue health benefits and prescription contributions on said employees, when leave of absence is due to pregnancy.

This time shall be considered as honorable service time with respect to longevity.

ARTICLE VII

HEALTH AND WELFARE

A. The Township shall provide to each and every member of the Association and his immediate family with medical insurance consisting of Blue Cross and Blue Shield to include all Rider-J and Blue Shield "14/20 Series" Benefits, or other comparable coverage as may be required by State Statute, which may be at employees' option, (i.e., HMO, HCP, ETC.), which may require an employee contribution for costs in excess of Blue Cross and Blue Shield and Rider-J.

B. Effective January 1, 1987 the Township shall contribute to the Association's prescription plan, a sum equal to ten (10) dollars per month per full-time employee member with a minimum one year's full-time service to the Township police Division. In addition to this contribution, the Township shall give a \$300.00 donation to the Association's Prescription Plan, at the beginning of the 1987 and 1988 calander years.

In the event the Township shall initiate their own prescription plan, both parties shall have the option to reopen negotiations for the purpose of incorporating the Association's members into the Township's plan.

C. Effective January 1, 1987 the Association shall integrate itself into the Township's Dental Plan. All permanent full-time employees will have their premiums paid in full by the Township.

Full-time employees who have reached step three on or before May 7, 1986 will have both their own and their dependants' premiums paid in full by the Township.

Full-time employees who have not reached step three on or before May 7, 1986, and have less than five (5) years service have the option of covering their dependants via a payroll deduction. After five years of continuous service the Township shall pay premiums for full-time employees' dependants.

D. The Association shall furnish the Township a full and complete report of the prescription plan established pursuant to section B above, on a yearly basis.

E. The Township shall provide life insurance for each member in an amount equal to \$30,000.00 per member. Said insurance coverage shall include a provision for double indemnity in the event of accidental death.

F. In the event of an employee's death due to a work related injury, the Township shall pay any reasonable funeral bill up to a maximum of \$5,000.00 upon receipt of same. This payment is only to be used after all insurance coverage for burial expenses have been exhausted.

The Township shall assist the primary beneficiary in seeking insurance claims and other lawful benefits, should the member die while an employee of the Township.

G. In the event that any member of this Association is charged with the commission of a crime arising out of or in the course of his employment as a member of the Police Division, the Township will pay a reasonable attorney's fee for his defense as provided by the State Statute.

The provisions of this section shall apply to any member who terminates his employment with the Township under honorable circumstances unless said action is in connection with an employee's reason for dismissal.

ARTICLE VIII

PAYROLL DEDUCTION

A. The Township agrees to deduct, from the salaries of Association

members, monthly dues for membership in the Association, provided the member has signed and filed an appropriate written authorization as required by Public Law of 1967, NJSA (RS)52:14-15.9(e), as amended. The Township payroll clerk shall promptly remit quarterly, any and all monies so deducted, along with a list of such deductions to the Treasurer/Secretary of the Association. The Association shall certify to the appropriate Township official in writing, the current rate of membership dues.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice prior to the effective date of the change and shall furnish the Township new authorizations from its members, showing the authorized deduction for each employee. Said notice of change is to be made to the Township at least thirty (30) days prior to the effective date of such change.

C. The Association shall provide the necessary "check off authorization" forms and deliver the signed forms to the Township payroll clerk. The Association shall indemnify, defend and save the Township against any and all claims, demands, and suits or other forms of liability that shall arise out of or by reason of, action taken by the Township in reliance upon salary deduction authorization cards submitted by the Association to the Township.

ARTICLE IX

CLOTHING AND MAINTENANCE ALLOWANCE:

A. The Township shall budget for each uniformed Police Officer and Dispatcher a sum of \$300.00 per year to be used toward the purchase

of replacement uniforms. In addition the Township shall budget and additional sum of \$1,600.00 per year, for the replacement of equipment and personal clothing loss including, but not limited to the below listed items.

B. The following items are to be replaced out of the equipment fund established by the Township:

- | | |
|----------------------|--------------------------|
| 1. leather coat | 8. raincoat |
| 2. rubber boots | 9. windbreaker |
| 3. handcuffs | 10. flash light |
| 4. sam brown belt | 11. garrison belt |
| 5. holster | 12. speed loaders & case |
| 6. hinged dump boxes | 13. handcuff case |
| 7. PR24 | 14. gear bag |

C. Uniform cleaning shall be provided for by the Township at such commercial establishment as the Township shall designate.

D. A clothing allowance of one hundred twenty five (\$125.00) per quarter shall be provided for each officer assigned to a non-uniformed position for a maximum of four quarters, after which he/she shall receive two hundred fifty dollars (\$250.00) annually while assigned to a non-uniformed position.

ARTICLE X

SALARY:

A. The following salary schedule shall be effective on January 1, 1987 and shall continue in effect until December 31, 1987.

<u>DISPATCHERS</u>		<u>POLICE OFFICER</u>
1st Step	\$6.57 per hour	\$19,376.00
2nd Step	\$7.57 per hour	\$23,610.00
3rd Step	\$8.60 per hour	\$25,087.00
4th Step	\$9.57 per hour	\$27,266.00
5th Step	\$10.54 per hour	\$28,835.00
6th Step	\$10.64 per year	\$30,000.00

B. The following salary schedule shall be effective on January 1, 1988 and shall continue in effect until December 31, 1988.

<u>DISPATCHERS</u>		<u>POLICE OFFICER</u>
1st Step	\$6.57 per hour	\$20,000.00
2nd Step	\$7.95 per hour	\$25,026.00
3rd Step	\$9.03 per hour	\$26,592.00
4th Step	\$10.05 per hour	\$28,902.00
5th Step	\$11.12 per hour	\$30,565.00
6th Step	\$11.28 per hour	\$31,800.00

C. Supplemental compensation shall be paid to those officers serving in the following capacities as designated by the Chief of Police:

Investigative Officers and Shift Supervisors	\$175.00 per quarter per year for 1987 \$200.00 per quarter per year for 1988
Administrative Officers	\$200.00 per quarter per year for 1987 \$225.00 per quarter per year for 1988

ARTICLE XI

SHIFT DIFFERENTIAL

A. Effective January 1, 1987 employees working the 4 to 12 shift and midnight to 8 shifts shall receive, in addition to base pay, a shift differential in accordance with the following schedule;

Dispatchers

4 to 12 shift shall receive 30¢ per hour

midnight to 8 shift shall receive 50¢ per hour

Police Officers

4 to 12 shift shall receive 35¢ per hour

midnight to 8 shift shall receive 65¢ per hour

B. Shift differential pay shall be paid upon completion of the regular quarterly shift schedule to which the employee was assigned.

C. An employee who is permanently assigned to a split shift duty for a four month period shall receive a pro-rated shift differential based on the above schedule.

ARTICLE XII

LONGEVITY:

A. The Township shall pay semi-annual payments on or before June 1st and December 1st of each year, longevity based upon the following schedule for total cumulative years of consecutive service as of June 30th:

0 - 4 years service, inclusive:	\$ 0.00 per year
5th year	\$ 500.00 per year
6th year	\$ 600.00 per year

7th year	\$ 700.00 per year
8th year	\$ 700.00 per year
9th year	\$ 700.00 per year
10th year thru 14th year, inclusive	\$1,000.00 per year
15th year and thereafter	\$1,250.00 per year

ARTICLE XIII

NEGOTIATING TEAM:

The Township shall allow a maximum of ~~three~~ (3) members, time off with pay, for negotiations with the Township when negotiations sessions are scheduled when a member is scheduled for shift duty.

ARTICLE XIV

ON CALL TIME AND CALL BACK:

All persons governed by this agreement, required to stand call, shall be credited for four (4) hours compensation time off for each 24 hours of on call time. Employees called back to duty when scheduled off shall receive a minimum two (2) hours overtime pay at time and one half of base pay, with the exception of court time which shall be paid at a minimum of one hour overtime pay.

ARTICLE XV

SICK LEAVE:

A. Members of the Association shall be entitled to sick leave totalling fifteen (15) days per year and members shall be credited with fifteen (15) such "sick" days as of January 1st of each year.

B. In the case of a new employee, the Township will, above and beyond the provision of Section A above, advance one sick day during the first three months of employment. This sick day shall not be cumulative. The sick day advanced, if used, shall be repaid to the Township during the sixth month of employment by deducting that day from the employee's accumulated unused sick day total.

C. Any unused sick leave as of December 31, 1981, will accumulate and all unused sick leave in years thereafter shall accumulate. Sick leave may be used for approved purposes only, and only when notification is made to the proper supervisor in sufficient time to secure a replacement for duty. A certification from the employee's doctor may be required as sufficient proof of the need for sick leave. At termination of employment, there shall be no monetary reimbursement for cumulative sick leave nor shall any unused sick leave be credited to the employee in any manner whatsoever.

ARTICLE XVI

GRIEVANCE PROCEDURE:

A. STATEMENT OF PURPOSE:

1. Grievance Procedure: The purpose of the grievance mechanism is to resolve, at the lowest possible level, any problems arising from the terms and conditions of this contract.

2. Informal Resolution: Nothing herein shall limit or infringe the rights of an employee to freely and informally discuss any problem or question with a superior, in lieu of the formal grievance process.

B. EXCLUSIVE REMEDY:

The procedures hereinafter set forth are the sole and exclusive means of resolving grievances between the parties.

C. DEFINITIONS:

1. Grievance: Any dispute between the Township and Association members concerning either the application or interpretation of this Agreement.

2. Grievance Committee: For the purpose of this Agreement, "grievance committee" shall mean the group of members of the Association, duly appointed by the Association to resolve member's grievances.

3. Superior Officer: For the purpose of this Agreement, "superior officer" shall mean the Chief of Police, his designee, or in their absence, the Senior Lieutenant available.

D. INITIATION OF GRIEVANCES:

1. Written Complaints: All grievances shall be in writing, signed by the aggrieved party, and shall clearly set forth the allegations upon which it is based.

2. Service: All grievances shall be personally delivered to the superior officer and a Grievance Committee member within ten (10) business days of the occurrence from which the grievance arose.

3. Representation: Any aggrieved party may either present his own case, designate an Association member to present his case, or employ legal counsel for his representation. Should the member choose to employ legal counsel, he shall do so at his or the Association's expense.

4. Waiver: Failure to serve a written complaint citing a grievance within ten (10) business days of its occurrence or its becoming known shall constitute a waiver of any and all rights to pursue said grievance.

5. Extention of Time: Any extention of time requirements contained in the grievance article may only be extended by the written consent of the Chief of Police or his designee and the aggrieved party.

6. Attendance: Any member whose attendance may be necessary to resolve a grievance shall attend any meeting or hearing during working hours without loss of pay or other benefits.

7. Diciplinary Action: No diciplinary action shall be commenced without just cause.

E. DETERMINATION BY THE CHIEF OF POLICE:

1. Referral to the Chief of Police: All grievance complaints must be served upon the Chief of Police, his designee or in their absence, the Lieutenant.

2. Decision by the Chief of Police: The Chief of Police shall render a written decision clearly setting forth his decision and the basis for said decision within five (5) business days of receipt of the complaint to both the Association and the complainant.

F. DETERMINATION BY THE TOWNSHIP MANAGER:

1. Appeal to the Township Manager: In the event the aggrieved party is unsatisfied with the Chief of Police's determination, the complainant or the Association amy serve a copy of the original complaint upon the Township Manager within five (5) business days of the decision by the Chief of Police.

2. Decision by the Township Manager: The Township Manager shall render a written copy of his decision to both the Association and the

complainant within five (5) business days of receipt of the complaint.

G. DETERMINATION BY ARBITRATION:

1. Request for Arbitration: In the event the aggrieved party is unsatisfied with the determination of the Township Manager, then the aggrieved party or the Association may request an arbitrator through the offices of the Public Employee's Relations Commission.

2. Choice of Arbitrator: The choice of arbitrators shall be determined as set down by the rules of Public Employee's Relations Committee.

3. Costs of Arbitration:

a. In the event the aggrieved party is a member of the Association, the costs of the arbitration shall be shared between the Township and the Association.

b. In the event the aggrieved party is not an Association member as of December 31, 1983, then the Association shall bear no responsibility for arbitration costs and the grievant shall pay for half the costs.

c. Any other expenses incurred by the parties beyond the cost of the arbitrator shall be the respective party's responsibility.

d. In the event the arbitrator should determine a party to have prosecuted a claim so clearly lacking any merit, or sufficiency so as to be deemed frivolous, the arbitrator may, in his sole discretion, assess reasonable council fees to costs upon said party.

4. Effect of Arbitration: The decision of the arbitrator shall be binding upon both parties.

ARTICLE XVII

TERM AND RENEWAL:

This Agreement shall be in full force and effect as of January 1st, 1987, and shall remain in effect for three (3) years until December 31st, 1989, and from year to year thereafter, unless either party gives sixty (60) days notice of cancellation of the entire agreement after the initial three (3) year period. This Agreement may only be modified by a written agreement agreed to and executed by both parties. This Agreement shall be re-opened soley for negotiations on salary and for an increase in shift differential pay for the calander year 1989. Negotiations on the re-opener shall commence by October 1, 1988.

ARTICLE XVIII

FULLY BARGAINED PROVISION:

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their
hands and seal at Medford Township, New Jersey, on the day of
, 198 .

MEDFORD TOWNSHIP POLICE
ASSOCIATION

Kathleen R. Entwistle Sec.
WITNESS

BY: John E. Sellers
Ars.

ATTEST:

A. Mildred Roger

TOWNSHIP OF MEDFORD

BY: Paul M Long